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Signed and Filed: May 14, 2015

Dennis Montali

DENNIS MONTALI
U.S. Bankruptcy Judge

Attorneys for Debtor-in-Possession,
METRORIVERSIDE, LLC

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re
METRORIVERSIDE, LLC,
Debtor.

Case No. 14-30901-DM-11

Chapter 11

ORDER CONFIRMING COMBINED PLAN OF
REORGANIZATION AND APPROVED
DISCLOSURE STATEMENT
(Dated April 16, 2015)

Date: May 12, 2015

Time: 9:30 a.m.

Place: 235 Pine Street, 22nd Floor
San Francisco, CA

Honorable Dennis Montali

A hearing on confirmation of the Combined Plan of Reorganization and Disclosure Statement (Dated April 16, 2015) (the "Plan") and final approval of the disclosures contained therein (the "Disclosure Statement") was held on May 12, 2015. Roxanne Bahadurji and Reno F.R. Fernandez III of Macdonald Fernandez LLP appeared for MetroRiverside, LLC, Debtor-in-Possession herein; Franklin C. Adams appeared for the City of Riverside, Successor Agency to the Former Redevelopment Agency of the City of Riverside.

The Court, having considered the Plan and Disclosure Statement, the submission of competent and admissible evidence, and no oppositions having been made, finds that:

1. Notice of the hearing on confirmation of the Plan and final approval of the Disclosure Statement was proper.

1 2. The requirements for confirmation set forth in 11 U.S.C. § 1129(a) have been
2 satisfied.

3 3. The Disclosure Statement provides adequate information within the meaning of 11
4 U.S.C. § 1125.

5 Accordingly, and good cause appearing,

6 IT IS HEREBY ORDERED that:

7 1. The Disclosure Statement is finally approved.

8 2. The Plan is confirmed.

9 A copy of the confirmed Plan is attached hereto as Exhibit "A"

10 **END OF ORDER**

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COURT SERVICE LIST

All parties upon whom service is required are registered CM/ECF participants. B.L.R 9022-1.

EXHIBIT A

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Attorneys for Debtor,
METRORIVERSIDE, LLC

**United States Bankruptcy Court
Northern District of California**

In re: **Case No. 14-30901-DM-11**

METRORIVERSIDE, LLC, **Chapter 11**

Debtor.

**COMBINED PLAN OF REORGANIZATION
AND TENTATIVELY APPROVED DISCLOSURE STATEMENT
(Dated April 16, 2015)**

INTRODUCTION

This is Debtor MetroRiverside, LLC's Combined Chapter 11 Plan of Reorganization and Disclosure Statement (the Plan). The Plan identifies each known creditor by name and describes how each claim will be treated if the Plan is confirmed.

Part 1 contains the treatment of creditors with secured claims; Part 2 contains the treatment of the unsecured claim of the City (as hereinafter defined), general unsecured claims in the amount of \$500 or less (paid in full on the effective date of the plan), general unsecured creditors (paid 100% of their allowed claims over time), the unsecured claims of Anthony Graves, Mark Nicholson, Pinnacle Investment Partners, LLC and Russell Schwartz (debt to be converted to equity), and the unsecured claims of MetroPacific Properties, LLC and Pinnacle Investment Partners, LLC. Taxes and other priority claims would be paid in full, as shown in Part 3.

*Chapter 11
Combined Plan & Disclosure Statement
April 16, 2015*

(Version: 7/30/12)

Most creditors (those in impaired classes) are entitled to vote on confirmation of the Plan. Completed ballots must be received by Debtor's counsel, and objections to confirmation must be filed and served, no later than May 5, 2015. The court will hold a hearing on confirmation of the Plan on May 12, 2015 at 9:30 a.m.

Attached to the Plan are exhibits containing financial information that may help you decide how to vote and whether to object to confirmation. Exhibit 1 includes background information regarding Debtor and the events that led to the filing of the bankruptcy petition and describes significant events that have occurred during this Chapter 11 case. Exhibit 1A identifies the five (5) parcels of real property owned by Debtor, a portion on which is located the Hyatt Place Hotel (the "Hotel"). Exhibit 1B identifies three (3) parcels of 1.2 acres of real property in downtown Riverside (the "Stalder Block"). Exhibit 1C shows actual and projected year over year Hotel revenue growth and the balance of the Hotel Reserve Fund (as hereinafter defined) from 2012 through 2017. Exhibit 2 contains an analysis of how much creditors would likely receive in a Chapter 7 liquidation. Exhibit 3 shows Debtor's monthly income and expenses. Exhibit 3A contains a six-month projected budget. Exhibit 4 describes how much Debtor is required to pay on the effective date of the plan. Attached as Exhibit 5 is the Implementation Agreement to be executed by and between the City and the Debtor, providing for implementation of the Plan and modification of the Loan Documents (as hereinafter defined). Attached as Exhibit 6 is the Consent of Guarantors to be executed by Siavash Barmand and Mark Nicholson.

Whether the Plan is confirmed is subject to complex legal rules that cannot be fully described here. You are strongly encouraged to read the Plan carefully and to consult an attorney to help you determine how to vote and whether to object to confirmation of the Plan.

If the Plan is confirmed, the payments promised in the Plan constitute new contractual obligations that replace the Debtor's pre-confirmation debts. Creditors may not seize their collateral or enforce their pre-confirmation debts so long as Debtor performs all obligations under the Plan. If Debtor defaults in performing Plan obligations, any creditor can file a motion to have the case dismissed or converted to a Chapter 7 liquidation, or enforce their non-bankruptcy rights. Debtor will be discharged from all pre-confirmation debts (with certain exceptions) if Debtor makes all Plan payments. Enforcement of the Plan, discharge of the Debtor, and creditors' remedies if Debtor defaults are described in detail in Parts 5 and 6 of the Plan.

PART 1: TREATMENT OF SECURED CREDITORS

Class	Name of Creditor	Collateral	Amount Due
1	The City of Riverside as the Successor Entity to the Riverside Redevelopment Agency ("the City")	<p>5 Parcels of Real Property APN Nos. 213 182 020 213 182 021 213 182 022 213 182 018 213 182 019</p> <p>Any and all buildings on the above real property and substantially all personal property including inventory, accounts, furnishings and fixtures, fees, rents and general intangibles.</p>	<p>Total Claim: \$18,752,912.50¹ Estimated Secured Claim: \$17,000,000</p>

¹ Plus attorney's fees in the amount of \$133,542.28 through February 28, 2015, and reasonable attorney's fees allowed thereafter. The Debtor's projections are based upon the amount shown in the table above; the addition of attorney's fees does not materially affect the Debtor's projected performance under the Plan.

The Debtor will pay the entire amount contractually due to the City by timely making all post-confirmation regular semi-annual debt-service payments. Creditors in this class shall retain their interest in the collateral until paid in full. The deficiency claim of the City in the amount of \$1,752,912.50 is treated in Class 2(a).

Debtor will make the following modifications to the Fox Plaza Project Hotel Construction Loan Agreement ("the Loan Agreement") and the Amended & Restated Disposition & Development Agreement (the "Development Agreement") (collectively the "Loan Documents"):

(1) The Hotel Reserve Fund: Pursuant to Sections 3.6 and 6.3.2 of the Loan Agreement, the Debtor is presently required to maintain a reserve fund (the "Hotel Reserve Fund") in the amount of \$750,000.²

The Debtor requires the use of the Hotel Reserve Fund in order to make the next debt service payment in March 2015 of principal and interest in the approximate amount of \$953,268. In March 2015, the Hotel Reserve Fund will be temporarily reduced to approximately \$209,827.

The Loan Agreement (specifically including Sections 3.6 and 6.3.2 thereof) shall be modified to provide that:

(i) the Debtor will make a good faith effort to replenish the Hotel Reserve Fund to \$750,000 (or such lesser amount as may then be required under the Loan Agreement); (ii) no distributions from the Debtor or reorganized Debtor will be made to equity holders until the Hotel Reserve Fund is replenished to \$750,000 (or such lesser amount as may then be required under the Loan Agreement). Once the Hotel Reserve Fund has been fully funded as required under the terms of the Loan Agreement, it may not be diminished as the result of or in order to make a distribution to equity holders; and (iii) by August 31, 2017, the amount in the Hotel Reserve Fund shall be not less than \$350,000.

(2) Development of the Parking Lot Property: Upon the Effective Date, the Debtor will execute and deliver to the City a grant deed conveying fee title to four parcels of real

²When the debt service coverage ratio (the "DSCR") for the Hotel has averaged 1.2:1 for 12 consecutive months, the amount required to be reserved under the Loan Agreement is reduced to \$500,000.

property (specifically, APN No. 213-182-020, 213-182-021, 213-182-022, 213-182-018) (the "Parking Lot Property") to the City. Said grant deed will be in the same form as that attached as Exhibit A to the Implementation Agreement.

The Debtor shall have the option to purchase the Parking Lot Property (the "Option") by March 30, 2020 (the "Expiration Date"). The Debtor will be granted a short grace period of ten (10) days (the "Grace Period") following such Expiration Date within which it shall continue to have the right to exercise the Option. The Option may be exercised by written notice from the Debtor to the City.

The purchase price for the Parking Lot Property under the Option is \$150,000. Payment shall be made to the City in cash through an escrow with an escrow company designated by the City that will close not more than thirty (30) days following written notice from the Debtor to the City of its election to exercise the Option.

As part of the exercise of the Option in the event that the loan has not been fully satisfied, the Debtor will execute, acknowledge and deliver to the City a new deed of trust (the "New Deed of Trust"), encumbering the Parking Lot Property as security for the City's loan. Details with respect to insurance, recording of the New Deed of Trust and related costs are detailed in the Implementation Agreement.

Prior to the Expiration Date (as extended by the Grace Period), the Debtor may unconditionally exercise the Option in conjunction with or following full repayment of the City's loan. The Debtor may also exercise the Option without full repayment of the City's loan, so long as the following conditions are unconditionally met: (a) The Debtor is in full compliance with all of its duties and obligations under the Loan Documents as modified by the Plan; and (b) the Hotel Reserve Fund is replenished to the amount of \$750,000 (or such other amount as may then be required under the Loan Agreement).

The Loan Documents will be amended to entirely relieve the Debtor of its duties to the City with respect to the construction and development of the Parking Lot Property, as well as the City from allowing development of the Parking Lot by the Debtor.

That certain Declaration of Parking Easement, recorded on March 30, 2010 (Document No. 2010-0143199), which establishes an

exclusive and perpetual easement for parking purposes over, upon and across a certain portion of the Parking Lot Property, for the benefit of the Hotel (the "Parking Easement"), will remain unaltered and in full force and effect. The Debtor shall continue to use the Parking Lot Property, and is only obligated to pay \$1.00 per annum for the rental of the Parking Lot Property, and to pay for costs and expenses related to maintenance and insurance.

(3) Stalder Block: The Debtor confirms that all legal and equitable title to Stalder Block are held by the City. The Loan Documents will be modified to relieve the Debtor of any and all duties to the City with respect to development and construction of Stalder Block as well as the City from allowing development of Stalder Block by the Debtor.

(4) Furniture, Fixture & Equipment Reserve (the "FF&E Reserve"): Section 9.22 of the Loan Agreement requires the Debtor to deposit into the FF&E Reserve monthly installments to pay for periodic capital improvements and maintenance of the Hotel. Said requirement was incorporated into the Loan Agreement to comply with the Second Amendment to the Debtor's Franchise Agreement with Hyatt Franchising Place LLC (the "Hyatt") for Riverside, California (the "Second Amendment").

The Debtor and the Hyatt have agreed (subject to documentation) to amend the Second Amendment to allow for Debtor to deposit into the FF&E Reserve an amount equal to: (i) 3% of the Hotel's gross rooms revenue until March 31, 2017; (ii) 4% of the Hotel's gross rooms revenue until March 31, 2019; and (iii) 5% of the Hotel's gross rooms revenue each month thereafter. The Loan Agreement shall be modified to so provide.

The attached Implementation Agreement describes the manner in which solely as between the Debtor and the City, the Plan will be implemented and the Loan Documents will be deemed modified. In the event of any inconsistency between the terms of the Plan and the Implementation Agreement, the terms of the Implementation Agreement will govern and supersede.

Creditors in this class may not repossess or dispose of their collateral so long as the Debtor is not in material default under the Plan (defined in Part 6(c)). **These secured claims are impaired and entitled to vote on confirmation of the Plan.**

PART 2: TREATMENT OF GENERAL UNSECURED CREDITORS AND EQUITY

Class 2(a). Unsecured Claim of the City

Name of Creditor	Amount of Claim
The City	\$1,752,912.50

The City's deficiency claim will receive the same treatment as in Part 1. Debtor will pay the entire amount contractually due to the City by timely making all post-confirmation regular semi-annual payments. Claimant in this class is impaired and entitled to vote on confirmation of the Plan.

Class 2(b). Small Claims.

Name of Creditor	Amount of Claim	Amount to be Paid	Lump-sum Payment
Anheuser Busch Sales Company	\$98.90	N/A*	N/A*
Brink's Incorporated	\$207.82	\$207.82	\$207.82
Burrtec Waste Industries	\$118.78	\$118.78	\$118.78
California Interscholastic Federation Swim and Drive	\$460.00	\$460.00	\$460.00
Cintas	\$258.07	\$258.07	\$258.07
Cintas	\$463.18	N/A*	N/A*
City of Riverside Public Utilities	\$74.34	\$74.34	\$74.34
City of Riverside Public Utilities	\$33.35	\$33.35	\$33.35
Cornerstone Landcare, LLP	\$119.17	\$119.17	\$119.17
Culligan of Ontario	\$478.00	\$478.00	\$478.00
DirectTV	\$72.77	\$72.77	\$72.77
Dow Jones & Company	\$238.00	\$238.00	\$238.00
Ethostream	\$250.00	\$250.00	\$250.00
Expedia Travel	\$500.00	\$500.00	\$500.00
Federal Express	\$128.19	\$128.19	\$128.19
GE Capital	\$109.30	\$109.30	\$109.30
Grainger, Inc.	\$255.71	N/A*	N/A*
H&H Elevator	\$478.33	\$478.33	\$478.33

* The indicated claims were paid as administrative expenses pursuant to that certain Order Authorizing Payment for Goods Received Within 20 Days of the Petition Date entered by the Court on July 17, 2014.

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HD Supply	\$341.47	N/A*	N/A*
Hockenbergs	\$430.91	N/A*	N/A*
Hockenbergs	\$279.27	\$279.27	\$279.27
Industrial Electric	\$418.48	\$418.48	\$418.48
Judgebuilt	\$139.18	\$139.18	\$139.18
Karcher North America	\$117.98	\$117.98	\$117.98
Knowland Group	\$468.96	\$468.96	\$468.96
Lucia Lara Maintenance US	\$390.00	\$390.00	\$390.00
Office Depot	\$246.01	N/A*	N/A*
Pepsi-Cola	\$442.96	N/A*	N/A*
Plasticard-Locktech International	\$173.48	N/A*	N/A*
Pro Audio Video, Inc.	\$283.40	\$283.40	\$283.40
Regency Enterprises, Inc.	\$26.57	\$26.57	\$26.57
Regency Enterprises, Inc.	\$91.61	N/A*	N/A*
Relm Wireless Corp.	\$467.66	\$467.66	\$467.66
Revinat, Inc.	\$80.00	\$80.00	\$80.00
Sharp Electronics Corporation	\$206.87	N/A*	N/A*
Staples Advantage	\$270.02	N/A*	N/A*
Starbucks	\$275.00	\$275.00	\$275.00
Universal Protection Security Systems	\$105.19	\$105.19	\$105.19
USA Today	\$67.00	\$67.00	\$67.00
USA Today	\$141.61	N/A*	N/A*
Wasserstrom Company	\$51.86	N/A*	N/A*
TOTAL		\$6,644.81	\$6,644.81

This class includes any creditor whose allowed claim is (a) \$ 500 or less; and (b) all claims held by a creditor who agrees to reduce such claims to \$500 by making an election on its ballot to accept treatment as a Class 2(b) allowed claim in full satisfaction of such claims. Each creditor will be paid in full without interest on the Effective Date of the Plan.

Creditors in this class may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Claimants in this class are impaired and are entitled to vote on confirmation of the Plan, unless their claims are paid in full with interest on the Effective Date of the Plan.**

Class 2(c). General Unsecured Claims

Name of Creditor	Amount of Claim	Disputed Y/N	Amount to be Paid	Monthly Payment
A S Hospitality	\$570.27	N	N/A*	N/A*
American Hotel Register Company	\$720.31	N	\$720.31	\$60.03
American Hotel Register Company	\$3,420.03	N	N/A*	N/A*
AT&T Corp.	\$1,410.11	N	\$1,410.11	\$117.51
Pacific Bell Telephone Company c/o AT&T Services, Inc.	\$1,006.26	N	\$1,006.26	\$83.86
Application Development Company	\$573.00	N	\$573.00	\$47.75
Bulk TV & Internet	\$2,090.03	N	\$2,090.03	\$174.17
Buy Efficient	\$936.13	N	\$936.13	\$78.00
Central Parking System	\$14,290.13	N	\$14,290.13	\$1,190.84
City of Riverside Public Utilities	\$14,518.67	N	\$14,518.67	\$1,209.89
Destination Imagination	\$1,030.00	N	\$1,030.00	\$85.83
Ecolab	\$1,888.70	N	\$1,888.70	\$157.39
Ecolab Pest Elimination	\$637.63	N	\$637.63	\$53.14
HD Supply	\$769.06	N	\$769.06	\$64.09
Micros Systems, Inc.	\$3,136.87	N	\$3,136.87	\$261.41
Orange Cleaners	\$769.30	N	\$769.30	\$64.11
Paul Cliff	\$7,690.50	N	\$7,690.50	\$640.88
Riverside Marriott	\$909.94	N	\$909.94	\$75.83
Starbucks	\$1,378.27	N	N/A*	N/A*
Sysco Riverside, Inc.	\$6,684.33	N	\$6,684.33	\$557.03
Tri-State Security Patrol, Inc.	\$2,077.07	N	\$2,077.07	\$173.09
Vistar	\$1,015.26	N	N/A*	N/A*
Wasserstrom Company	\$839.73	N	\$839.73	\$69.98
TOTAL			\$61,977.77	\$5,164.83

Allowed claims of general unsecured creditors not treated as small claims or classified in Classes 2(d) or 2(e) below, (including allowed claims of creditors whose executory contracts or unexpired leases are being rejected under this Plan) shall be paid as follows:

Percent Plan. Creditors will receive 100 percent of their allowed claim in 12 equal monthly installments, due on the fifteenth (15th) day of the month, starting in the first full month following the Effective Date.

* The indicated claims were paid as administrative expenses pursuant to that certain Order Authorizing Payment for Goods Received Within 20 Days of the Petition Date entered by the Court on July 17, 2014.

Creditors in this class may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **This class is impaired and is entitled to vote on confirmation of the Plan.** Debtor has indicated above whether a particular claim is disputed.

Class 2(d). Unsecured Claims of Anthony Graves, Mark Nicholson, Pinnacle Investment Partners, LLC and Russell Schwartz

Name of Creditor	Amount of Claim	Disputed Y/N
Anthony Graves	\$154,770.00	N
Mark Nicholson	\$127,945.00	N
Pinnacle Investment Partners, LLC	\$697,033.00	N
Russell Schwartz	\$105,466.00	N

Upon the Effective Date of the Plan, the debt of the above listed creditors, except for Pinnacle Investment Partners, LLC shall be released and converted to non-management membership interest in the Debtor, such that each creditor's ownership of the Debtor shall be based on its pro-rata capital contributions deemed to be equal to the amount of the claim released, with the membership interests of existing members to be adjusted to correspond to their actual capital contributions, as follows:

Anthony Graves to receive 5.70% membership interest;
Mark Nicholson to receive 4.72% membership interest;
Russell Schwartz to receive 3.89% membership interest;
Pinnacle Investment Partners, LLC to increase its membership interest from 50% to 55.69%; and MetroPacific Properties, LLC to decrease its membership interest from 50% to 30%.

MetroPacific Properties, LLC and Pinnacle Investment Partners, LLC shall remain the sole managers of the Debtor. The Debtor's operating agreement shall be modified to grant voting rights to the above listed creditors, except for Pinnacle Investment Partners, LLC, in proportion to their membership interests, limited to major decisions only, such as refinancing, raising funds which would result in dilution of their shares, and sale of the Hotel.

Creditors in this class may not take any collection action against Debtor so long as Debtor is not in material default

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under the Plan (defined in Part 6(c)). **This class is impaired and is entitled to vote on confirmation of the Plan; provided** however that pursuant to 11 U.S.C. § 1129(a)(10), the vote of insiders including Pinnacle Investment Partners, LLC shall not be counted for the purposes of confirmation under § 1129(b) of the Bankruptcy Code. Debtor has indicated above whether a particular claim is disputed.

Class 2(e). Unsecured Claims of MetroPacific Properties, LLC and Pinnacle Investment Partners, LLC

Name of Creditor	Amount of Claim	Disputed Y/N
Pinnacle Investment Partners, LLC	\$12,500.00	N
MetroPacific Properties, LLC	\$12,500.00	N

The claims of Pinnacle Investment Partners, LLC and MetroPacific Properties, LLC for a certain pre-petition retainer to Macdonald Fernandez LLP (counsel for the Debtor) in the sum of \$25,000 will receive treatment detailed in Part 3(a). Pursuant to 11 U.S.C. § 1129(a)(10), the vote of insiders, Pinnacle Investment Partners, LLC and MetroPacific, LLC shall not be counted for the purposes of confirmation under § 1129(b) of the Bankruptcy Code.

Class 3. Equity Security Interests.

Name of Holder	Nature of Interest	Disputed Y/N
MetroPacific Properties, LLC	Membership Interest (50%)	N
Pinnacle Investment Partners, LP	Membership Interest (50%)	N

Holders of equity security interests in the Debtor shall retain their interests and all legal and equitable rights with respect thereto without modification, except that their relative interest in the Debtor shall be adjusted as under class 2(d). **These interests are not impaired and are not entitled to vote on confirmation of the Plan.**

PART 3: TREATMENT OF PRIORITY AND ADMINISTRATIVE CLAIMS

(a) Professional Fees.

Professional fees incurred prior to confirmation of this Plan may be paid only upon approval of the Bankruptcy Court. Unpaid professional fees shall be paid on the later of the Effective Date of the Plan or upon approval by the Bankruptcy Court, unless the holder of a claim for professional fees consents to later payment.

Name and Role of Professional	Estimated Amount
Macdonald Fernandez LLP (counsel for Debtor)	\$145,000 (including retainer)

The Debtor anticipates that all outstanding fees to Macdonald Fernandez LLP will be paid prior to the Effective Date. The aforesaid claim has been paid through a pre-petition retainer of \$25,000 and post-petition payments, all of which were funded through advances to the Debtor by MetroPacific Properties, LLC, Pinnacle Investment Partners, LLC, and Siavash Barmand (manager of MetroPacific Properties, LLC). Said advances shall be reimbursed via Macdonald Fernandez LLP's claim on an administrative priority basis on August 31, 2015, following court approval.

Professionals may not take collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Estate professionals are not entitled to vote on confirmation of the Plan.**

(b) Other Administrative Claims. Debtor will pay other allowed claims entitled to priority under section 503(b) in full on the Effective Date; except expenses incurred in the ordinary course of Debtor's business or financial affairs, which shall be paid when normally due and payable (these creditors are not listed below). All fees payable to the United States Trustee as of confirmation will be paid on the Effective Date; post-confirmation fees to the United States Trustee will be paid when due.

Administrative Creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Administrative claimants are not entitled to vote on confirmation of the Plan.**

Name of Administrative Creditor	Estimated Amount of Claim
U.S. Trustee Fees	\$6,500.00

(c) Tax Claims. Debtor will pay allowed claims entitled to priority under section 507(a) (8) in full over time with interest (at the non-bankruptcy statutory interest rate) in equal amortizing payments in accordance with section 511 of the Bankruptcy Code. Payments will be made on the Effective Date. To the extent amounts owed are determined to be other than as shown below, appropriate adjustments will be made in the number of payments.

Priority tax creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Priority tax claimants are not entitled to vote on confirmation of the Plan.**

Name of Creditor	Estimated Amount of Claim	Statutory Interest Rate	Payment Amount	Number of Payments
State of California Franchise Tax Board (Franchise Tax for the year 2013)	\$6,120.00	3.0%	\$6,303.6	1
City of Riverside (Transient Occupancy Tax for May 2014)	PAID	N/A	N/A	N/A

PART 4: EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(a) Executory Contracts/Unexpired Leases Assumed. Debtor assumes the following executory contracts and/or unexpired leases upon confirmation of this Plan and will perform all pre-confirmation and post-confirmation obligations thereunder.

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Post-confirmation obligations will be paid as they come due.
Pre-confirmation arrears will be paid in full on the Effective Date.

Name of Counter-Party	Description of Contract/Lease	Estimated Total Cure Amount	Installment Amount	Number of Installments
The RIM Corporation ("RIM")	Hotel Management Agreement dated January 5, 2011	\$450.00	\$450.00	1
Hyatt	Franchise Agreement for the Hotel dated June 10, 2008 and subsequently amended on September 22, 2008, March 30, 2010 and May 7, 2012	\$11,812.82	\$11,812.82*	0

* Franchisor, Hyatt administratively withdrew \$32,477.90 of franchise fees relating to royalties, marketing, reservations and sales arising under the Franchise Agreement from the Hotel's operating account on July 1, 2014. The Hotel's management company, namely RIM, discovered that \$11,812.82 of the aforesaid amount was on account of pre-petition arrears owing to the Hyatt. Rather than prosecute a claim for violation of the automatic stay, the pre-petition arrears are deemed paid by said post-petition payment.

(b) Executory Contracts/Unexpired Leases Rejected. Debtor rejects the following executory contracts and/or unexpired leases and surrenders any interest in the affected property, and allows the affected creditor to obtain possession and dispose of its property, without further order of the court. Claims arising from rejection of executory contracts have been included in Class 2 (general unsecured claims).

Name of Counter-Party	Description of Contract/Lease
None	

(c) Executory contracts and unexpired leases not specifically assumed or rejected above will be deemed rejected.

PART 5: DISCHARGE AND OTHER EFFECTS OF CONFIRMATION

(a) Discharge. Debtor shall receive a discharge of debts on the Effective Date.

(b) Vesting of Property. On the Effective Date, all property of the estate and interests of the Debtor will vest in the reorganized Debtor pursuant to § 1141(b) of the Bankruptcy Code free and clear of all claims and interests except as provided in this Plan, subject to revesting upon conversion to Chapter 7 as provided in Part 6(f) below.

(c) Plan Creates New Obligations. Except as provided in Part 6(d) and (e), the obligations to creditors that Debtor undertakes in the confirmed Plan replace those obligations to creditors that existed prior to the Effective Date of the Plan. Debtor's obligations under the confirmed Plan constitute binding contractual promises that, if not satisfied through performance of the Plan, create a basis for an action for breach of contract under California law. To the extent a creditor retains a lien under the Plan, that creditor retains all rights provided by such lien under applicable non-Bankruptcy law.

PART 6: REMEDIES IF DEBTOR DEFAULTS IN PERFORMING THE PLAN

(a) Creditor Action Restrained. The confirmed Plan is binding on every creditor whose claims are provided for in the Plan. Therefore, even though the automatic stay terminates on the Effective Date with respect to secured claims, no creditor may take any action to enforce either the pre-confirmation obligation or the obligation due under the Plan, so long as Debtor is not in material default under the Plan, except as provided in Part 6(e) below.

(b) Obligations to Each Class Separate. Debtor's obligations under the Plan are separate with respect to each class of creditors. Default in performance of an obligation due to members of one class shall not by itself constitute a default with respect to members of other classes. For purposes of this Part 6, the holders of all administrative claims shall be considered to be a single class, the holders of all priority claims shall be considered to be a single class, and each non-debtor party to an assumed executory contract or lease shall be considered to be a separate class.

(c) Material Default Defined. If Debtor fails to make any payment, or to perform any other obligation required under the Plan, for more than 10 days after the time specified in the Plan for such payment or other performance, any member of a class affected by the default may serve upon Debtor and Debtor's attorney (if any) a written notice of Debtor's default. If Debtor fails within 30 days after the date of service of the notice of default either: (i) to cure the default; (ii) to obtain from the court an extension of time to cure the default; or (iii) to obtain from the court a determination that no default occurred, then Debtor is in Material Default under the Plan to all the members of the affected class.

(d) Remedies Upon Material Default. Upon Material Default, any member of a class affected by the default: (i) may file and serve a motion to dismiss the case or to convert the case to Chapter 7; or (ii) without further order of the court has relief from stay to the extent necessary, and may pursue its lawful remedies to enforce and collect Debtor's pre-confirmation obligations.

(e) Claims not Affected by Plan. Upon confirmation of the Plan, and subject to Part 5(c), any creditor whose claims are left unimpaired under the Plan may, notwithstanding paragraphs (a), (b), (c), and (d) above, immediately exercise all of its contractual, legal, and equitable rights, except rights based on default of the type that need not be cured under section 1124(2)(A) and (D).

(f) Effect of Conversion to Chapter 7. If the case is at any time converted to one under Chapter 7, property of the Debtor shall vest in the Chapter 7 bankruptcy estate to the same extent provided for in section 348(f) of the Bankruptcy Code upon the conversion of a case from Chapter 11 to Chapter 7.

(g) Retention of Jurisdiction. The bankruptcy court may exercise jurisdiction over proceedings concerning: (i) whether Debtor is in Material Default of any Plan obligation; (ii) whether the time for performing any Plan obligation should be extended; (iii) adversary proceedings and contested matters pending as of the Effective Date or specifically contemplated in this Plan to be filed in this court (see Part 7(f)); (iv) whether the case should be dismissed or converted to one under Chapter 7; (v) any objections to claims; (vi) compromises of controversies under Fed. R. Bankr. Pro. 9019; (vii) compensation of professionals; and (viii) other questions regarding the interpretation and enforcement of the Plan.

PART 7: GENERAL PROVISIONS

(a) Effective Date of Plan. The Effective Date of the Plan is the fifteenth day following the date of the entry of the order of confirmation, if no notice of appeal from that order has been filed. If a notice of appeal has been filed, Debtor may waive the finality requirement and put the Plan into effect, unless the order confirming the Plan has been stayed. If a stay of the confirmation order has been issued, the Effective Date will be the first day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

(b) Disputed Claim Reserve. Debtor will create a reserve for disputed claims. Each time Debtor makes a distribution to the holders of allowed claims, Debtor will place into a reserve the amount that would have been distributed to the holders of disputed claims if such claims had been allowed in the full amount claimed. If a disputed claim becomes an allowed claim, Debtor shall immediately distribute to the claimant from the reserve an amount equal to all distributions due to date under the plan calculated using the amount of the allowed claim. Any funds no longer needed in reserve shall be returned to Debtor.

(c) Cramdown. Pursuant to section 1129(b) of the Bankruptcy Code, Debtor reserves the right to seek confirmation of the Plan despite the rejection of the Plan by one or more classes of creditors.

(d) Severability. If any provision in the Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of the Plan.

(e) Governing Law. Except to the extent a federal rule of decision or procedure applies, the laws of the State of California govern the Plan.

(f) Lawsuits. Debtor believes that causes of action for fraudulent transfers, voidable preferences, or other claims for relief exist against the following parties:

Party	Creditor Y/N	Nature of Claim	Amount of Claim	Will Debtor Prosecute Action? Y/N
City of Riverside as Successor Agency to the Former Redevelopment Agency of the City of Riverside	Y	Breach of Contract	Unknown	N

The reorganized Debtor shall forever release and waive any claim which it may hold against the City for events occurring prior to the date of filing the petition of the within bankruptcy case. The Debtor and the City shall cooperate in the dismissal with prejudice of that certain action pending as MetroRiverside, LLC v. City of Riverside, et. al., in the Superior Court of California, County of Riverside (Case No. RIC 1303305).

Within 45 calendar days of the date upon which the Debtor has fully and completely performed its obligations under paragraph 2 of Part 1 of this Plan with respect to the transfer of all of the Debtor's right, title and interest in the Parking Lot Property to the City, the City shall obtain dismissal with prejudice of that certain action pending as City of Riverside as Successor Agency to the Former Redevelopment Agency of the City of Riverside v. MetroRiverside, LLC, in the Superior Court of California, County of Riverside (Case No. RIC 1404945) (reserving the City's rights with respect to future defaults).

(g) Notices. Any notice to the Debtor shall be in writing, and will be deemed to have been given three days after the date sent by first-class mail, postage prepaid and addressed as follows:

MetroRiverside, LLC
c/o Macdonald Fernandez LLP
221 Sansome Street, Third Floor
San Francisco, CA 94104

(h) Post-Confirmation United States Trustee Fees. Following confirmation, Debtor shall continue to pay quarterly fees to the United States Trustee to the extent, and in the amounts, required by 28 U.S.C. § 1930(a)(6). So long as Debtor is required to make these payments, Debtor shall file with the court quarterly reports in the form specified by the United States Trustee for that purpose.

(i) Deadline for § 1111(b) Election. Creditors with an allowed secured claim can make a timely election under section 1111(b) no later than 14 days before the first date set for the hearing on confirmation of the Plan.

(j) Means of Execution. Distributions under this Plan shall be funded from the income generated by the operation of the Debtor's business.

DATED: April 16, 2015

METRORIVERSIDE, LLC

MACDONALD | FERNANDEZ LLP

By: /s/ Mark R. Nicholson
Mark R. Nicholson
Responsible Individual for
Debtor-in-Possession,
MetroRiverside, LLC

By: /s/ Roxanne Bahadurji
Roxanne Bahadurji
Attorneys for Debtor-in-
Possession,
MetroRiverside, LLC

Attorney Certification

I, Roxanne Bahadurji, am legal counsel for the Debtor(s) in the above-captioned case and hereby certify the following: (i) the foregoing plan is a true and correct copy of the Individual Chapter 11 Combined Plan and Disclosure Statement promulgated by the Northern District of California, San Francisco Division, on July 30, 2012 (the "Standard-Form Plan"); and (ii) except as specified below, there have been no alterations or modifications to any provision of the Standard-Form Plan.

The following provisions of the Standard-Form Plan have been altered or otherwise modified. Changes are underlined throughout the Standard Form Plan.

Page Number	Paragraph Number or Part Number	Change
1	Paragraph 1	Identified debtor by name.
2	Paragraph 1	Changed to show the treatment of general unsecured claims in the amount of \$500 or less, other general unsecured creditors, unsecured claims of Graves, Nicholson, Pinnacle Investment Partners and Schwartz, and the unsecured claims of Pinnacle Investment Partners, LLC and MetroPacific LLC.
2	Paragraph 3	Added explanation of Exhibits 1A, 1B, 1C, 1D Exhibit 3A and Exhibit 5.
3	Part 1	Deleted category entitled "Property to be Surrendered" because it is inapplicable.
3	Part1	Deleted category entitled "Creditor's Rights Remain Unchanged" because it is inapplicable.
3	Part 1	Deleted category entitled "Debtor to Make Regular Payments and Pay Arrears Over Time" because it is inapplicable.
3	Part 1	Deleted category entitled "Debtor to Strip Lien to Value of Collateral and Pay Over Time"

		because it is inapplicable.
3	Part 1	Deleted category entitled "Debtor to Strip Off Lien" because it is inapplicable.
3-6	Part 1	Inserted specific modifications to the Loan Agreement and Development Agreement. Changed language to reflect that the City is to be paid in semi-annual payments.
7	Part 2	Added Class 2(a) to show the deficiency claim of the City.
7-8	Part 2	Amended statement to show treatment of Class 2(b) claims of \$500 or less to be paid in full on the Effective Date of the Plan.
9	Part 2	Added language "...or classified in Classes 2(d) or 2(e), below...".
9-10	Part 2	Amended statement to reflect plan treatment for general unsecured claims to be paid 100 percent in 12 equal monthly installments.
9	Part 2	Deleted reference to "Pot Plan".
10-11	Part 2	Added Class 2(d) entitled "Unsecured Claims of Anthony Graves, Mark Nicholson, Pinnacle Investment Partners, LLC and Russell Schwartz".
11	Part 2	Added Class 2(e) entitled "Unsecured Claims of MetroPacific Properties, LLC and Pinnacle Investment Partners, LLC".
11	Part 2	Added Class 3 entitled "Equity Security Interests".
12	Part 3(a)	Amended statement to provide for reimbursement of retainer and attorney fees to Pinnacle Investment Partners, LLC, Siavash Barmand and MetroPacific Properties, LLC following court approval.
14 - 15	Part 4(a)	Amended to reflect that accrued pre-petition arrears to Hyatt are deemed paid by post-petition payment.
15	Part 5(a)	Changed to reflect that Debtor will receive a discharge of debts

		on the Effective Date.
16	Part 6(f)	Changed to reflect Chapter 11 instead of Chapter 13.
17	Part 7(b)	Changed to reflect that disputed claims reserve funds no longer needed shall be returned to the Debtor.
18	Part 7(f)	Added language regarding pending litigation.
18	Part 7(g)	Added the address for which the Debtor is to receive notices.
19	Part 7(j)	Added paragraph to reflect the means of distribution under the Plan.

I declare that the foregoing is true and correct. Executed this 16th day of April, 2015.

MACDONALD | FERNANDEZ LLP

By: /s/ Roxanne Bahadurji
Roxanne Bahadurji
Attorneys for
Debtor-in-Possession,
MetroRiverside, LLC

Exhibit 1 - Events that Led to Bankruptcy

The Debtor is the owner of five parcels of real property in downtown Riverside, California, as identified in Exhibit 1A attached hereto and incorporated herein by reference. On parcel one (APN No. 213-182-019), the Debtor operates a Hyatt Place Hotel (the "Hotel") franchised from Hyatt Place Franchising LLC (the "Hyatt"). The Hotel derives income from its one hundred and twenty five rooms, the operation of a café known as 24/7 Gallery, and a bar known as the Coffee to Cocktails bar. Adjacent to the Hotel are four parcels of real property, parcels two through five (APN No. 213-182-020, 213-182-021, 213-182-022, 213-182-018) (the "Parking Lot Property").

On March 2, 2010, the former Redevelopment Agency of the City of Riverside (the "Lender") and the Debtor entered into the Fox Plaza Project Hotel Construction Loan Agreement (the "Loan Agreement") along with the Amended & Restated Disposition & Development Agreement (the "Development Agreement") (collectively the "Loan Documents"). The purpose of the Loan Agreement was to provide a loan in the amount of \$20,660,000.00 (the "Loan") to the Debtor to finance the construction, completion, and initial operation of the Hotel, associated vehicular parking spaces, and related improvements in downtown Riverside per the Development Agreement. The Loan is secured by that certain Deed of Trust, Security Agreement, Assignment of Rents, and Fixture Filing recorded on March 30, 2010, in favor of the Lender (Document No. 2010-0143200) (the "Deed of Trust"). The Lender has also filed a UCC-1 Financing Statement to perfect a first priority lien against substantially all of the Debtor's assets. On March 2, 2010, Siavash Barmand, individually, and Pinnacle Investment Partners, L.P., entered into a Non-Recourse Carveout Guaranty Agreement with respect to the Loan.

Per the Loan Agreement, the Hotel is to presently maintain a reserve fund (the "Hotel Reserve Fund") in the amount of no less than \$750,000.00. After the debt service coverage ratio (the "DSCR") of the Hotel has averaged 1.2:1 for twelve consecutive months, the Hotel Reserve fund is reduced to \$500,000.00. The Hotel Reserve Fund is pledged as additional security for the Loan and available to fund operating expenses of the Hotel to the extent that funds then available in the Hotel operating account are insufficient for that purpose. The Hotel Reserve Fund is also available to fund payments owed on the Loan. The Development Agreement also requires the Debtor to develop the Parking Lot Property by September 2014.

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The Hotel opened in April of 2012. One of the Debtor's primary sources of business, namely the Riverside Convention Center, closed two months later in June 2012, remaining shuttered until March 2014. Prior to entering into the Loan Agreement, the Debtor based its projections on the Convention Center being open and providing a substantial portion of business to the Hotel. This was a material factor in loan negotiations with the Lender, and the Debtor was never notified until after the Loan Documents were executed that the Convention Center would close for two years.

On May 13, 2014, the City of Riverside, successor agency to the Lender filed the action styled *City of Riverside as Successor Agency to the Former Redevelopment Agency of the City of Riverside v. MetroRiverside, LLC*, in the Superior Court of California, County of Riverside (Case No. RIC 1404945). The Complaint seeks: (1) judicial foreclosure; (2) specific performance for appointment of receiver for assignment of rents; (3) accounting; and (4) declaratory relief. The complaint alleges that the Debtor defaulted on the terms of the Loan Agreement by allowing the Hotel Reserve Fund account balance to dip below \$750,000.

The Debtor's loan payments to the City are current.⁴ The cause for filing this case is aggressive litigation by the City on account of two non-payment covenant defaults. Specifically, the Hotel Reserve Fund is below the current requirement of \$750,000 and development of the Parking Lot Property is delayed. Both defaults are due to the unexpected closure of the Convention Center.

The Debtor's exit strategy is to remain current on its payment obligations and modify the following non-payment covenants.

(1) **The Hotel Reserve Fund**: When the Debtor filed for bankruptcy relief on June 12, 2014, the Hotel Reserve Fund was in the amount of \$398,782.00.⁵

⁴ The City requires semi-annual payments; payments in March of interest for the six-month period ending February 28 plus a full year of principal, and payments of only interest in September for the six-month period ending August 31.

⁵ In September 2014, the Debtor made the semi-annual debt service payment to the City in the sum of \$538,268.75 without requiring the use of the Hotel Reserve Fund. As of September 2014, and prior to the March 2015 debt service payment of principal and interest, the Hotel Reserve Fund contained

The Hotel has experienced an impressive actual year-over-year revenue growth of 32% for 2014. The projections contained in Exhibit 1C demonstrate that in 2015, the Hotel will grow its revenue by 12% year-over-year, a conservative rate which is well below the 16% growth that the Debtor's competitors are currently experiencing. Subsequent years' projections moderate the growth further to 8% year-over-year in 2016 and 7% in 2017. The convention center is expected to completely ramp up by 2016, providing added business to further support these projections.

As shown by the projections, the Debtor requires the use of the Hotel Reserve Fund to make the next debt service payment in March 2015 of principal and interest in the approximate amount of \$953,268. In March 2015, the Hotel Reserve Fund will be temporarily reduced to approximately \$209,827. Similarly, in March 2016, the Debtor requires the use of the Hotel Reserve Fund to make the debt service payment of principal and interest, temporarily limiting the Hotel Reserve Fund to approximately \$254,738.

The Debtor will make a good faith effort to raise the Hotel Reserve Fund to \$750,000 (or such amount as required under the Loan Agreement). By August 31, 2017, at the very latest, the minimum balance of the Hotel Reserve Fund shall be raised to \$350,0000.00.

(2) **Parking Lot Property:** Upon the Effective Date, the Debtor will execute a grant deed conveying fee title to the Parking Lot Property to the City. The Debtor shall have the option to purchase the Parking Lot Property by March 30, 2020 (which is the last date by which the Debtor is required to re-finance the Loan). The Debtor shall be granted a ten day grace period within which it can continue to exercise the option. The price to purchase the Parking Lot Property is \$150,000. In the event that the Debtor exercises the option prior to full repayment of the Loan, the Debtor will execute and deliver to the City a new deed of trust, encumbering the Parking Lot Property as security for the City's loan.

The Debtor may unconditionally exercise the option in conjunction with or following full repayment of the Loan. The Debtor may also exercise the option without full repayment of the

approximately \$480,400.

Loan, if the following conditions are met: (a) The Debtor is in full compliance with all of its duties and obligations under the Loan Documents as modified by the Plan; and (b) the Hotel Reserve Fund is replenished to the amount of \$750,000 (or such other amount as may then be required under the Loan Agreement).

The Loan Documents will be amended to relieve the Debtor of its duties to the City with respect to the construction and development of the Parking Lot Property.

Declaration of Parking Easement

The Second Amendment to the Hyatt Franchise Agreement and the Development Agreement require the Debtor and the Lender to execute and deliver a Declaration of Parking Easement (the "Parking Easement"). The Parking Easement was recorded on March 30, 2010. The Parking Easement establishes an exclusive and perpetual easement over, upon, and across a certain portion of the Parking Lot Property, providing for seventy-six (76) parking spaces for the benefit of the Hotel. The Plan does not alter the Parking Easement. The Debtor shall continue to use the Parking Lot Property, and is only obligated to pay \$1.00 per annum for the rental of the Parking Lot Property, and to pay for costs and expenses related to maintenance and insurance.

(3) **Furniture, Fixture & Equipment Reserve ("FF&E Reserve")**: To pay for periodic capital improvements and maintenance of the Hotel, Section 9.22 of the Loan Agreement requires the Debtor to deposit into the FF&E Reserve monthly installments representing a percentage of gross revenues of the Hotel. For the first year of Hotel operations, the Debtor is to deposit no less than 2%, 3% for the next calendar year and 4% thereafter. Said requirement was incorporated into the Loan Agreement to comply with the Second Amendment to the Debtor's Franchise Agreement with Hyatt, for Riverside, California (the "Second Amendment").

The Second Amendment requires that the Debtor deposit in monthly installments a percentage of gross room revenues into a separate account. The Debtor is to deposit for the first fiscal year an amount equal to 2% of the Hotel's gross room revenues; for the second fiscal year an amount equal to 3% of the Hotel's gross room revenues; for the third fiscal year through the ninth fiscal year an amount equal to 4% of the Hotel's gross room revenue and thereafter 5%.

The Debtor and Hyatt have agreed (subject to documentation) to amend the requirements of the Second Amendment to allow for

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Debtor to deposit into the FF&E Reserve an amount equal to: (i) 3% of the Hotel's gross rooms revenue until March 31, 2017; (ii) 4% of the Hotel's gross rooms revenue until March 31, 2019; and (iii) 5% of the Hotel's gross rooms revenue each month thereafter. The Plan modifies the Loan Agreement correspondingly.

(4) **Stalder Block**:. The Debtor confirms that all title, legal and equitable to Stalder Block are held by the City. The Debtor shall be relieved of any duties to the City with respect to development and construction of the Stalder Block.

Sources of Information

The past and present financial condition of the Debtor along with estimates and projections made herein, are based on the attachments prepared by the Debtor's management company, namely Interstate Hotel and Resorts, successor to RIM and the Debtor's project manager, namely Susan Aronovsky, and have been reviewed and approved by managing members of the Debtor. The sources of information for the attachments and disclosures herein are the books and records of the Debtor. The Debtor was not assisted by an accountant in the preparation of this Plan. The Debtor was assisted by Susan Aronovsky, Mark Nicholson (the Debtor's designated responsible individual) and Siavash Barmand, (manager of MetroPacific Properties, LLC, equity interest holder in the Debtor).

Disclaimer: Results May Vary

Results may vary from the Debtor's projections. The disclosures, estimates and projections made herein are based on the Debtor's best estimates in light of current conditions and past experience. Changes in these and other circumstances may cause the actual results to differ from those projected.

EXHIBIT 1A

Exhibit "A"

Legal Description

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

PARCEL 1:

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF BLOCK 5, RANGE 7, AS SHOWN ON THE MAP OF THE TOWN OF RIVERSIDE AS FILED IN MAP BOOK 7, PAGE 17 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

Beginning at the northwest corner of said Block;

Thence South 29°46'22" West, along the northwesterly line of said block, a distance of 132.59 feet;

Thence South 60°10'53" East, parallel with the northeasterly line of said block, a distance of 155.67 feet to a line that is parallel and 175.00 feet northwesterly from the southeasterly line of said block;

Thence North 29°43'54" East, along said parallel line, a distance of 132.59 feet to the northeasterly line of said Block;

Thence North 60°10'53" West along said northeasterly line, a distance of 155.57 feet to the Point of Beginning.

PARCEL 2:

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF BLOCK 5, RANGE 7, AS SHOWN ON THE MAP OF THE TOWN OF RIVERSIDE AS FILED IN MAP BOOK 7, PAGE 17 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

Commencing at the northwest corner of said Block;

Thence South 29°46'22" West, along the northwesterly line of said block, a distance of 132.59 feet to the Point of Beginning;

Thence continuing South 29°46'22" West, along said northwesterly line, a distance of 50.00 feet;

Thence South 60°10'53" East, parallel with the northeasterly line of said block, a distance of 155.70 feet to a line that is parallel and 175.00 feet northwesterly from the southeasterly line of said block;

Thence North 29°43'54" East, along said parallel line, a distance of 50.00 feet;

Thence North 60°10'53" West, along a line that is parallel with the northeasterly line of said block, a distance of 155.67 feet to the Point of Beginning.

PARCEL 3:

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF BLOCK 5, RANGE 7, AS SHOWN ON THE MAP OF THE TOWN OF RIVERSIDE AS FILED IN MAP BOOK 7, PAGE 17 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

Commencing at the northwest corner of said Block;

Thence South 29°46'22" West, along the northwesterly line of said block, a distance of 182.59 feet to the Point of Beginning;

Thence continuing South 29°46'22" West, along said northwesterly line, a distance of 50.00 feet;

Thence South 60°10'53" East, parallel with the northeasterly line of said block, a distance of 155.74 feet to a line that is parallel and 175.00 feet northwesterly from the southeasterly line of said block;

Thence North 29°43'54" East, along said parallel line, a distance of 50.00 feet;

Thence North 60°10'53" West, along a line that is parallel with the northeasterly line of said block, a distance of 155.70 feet to the Point of Beginning.

PARCEL 4:

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF BLOCK 5, RANGE 7, AS SHOWN ON THE MAP OF THE TOWN OF RIVERSIDE AS FILED IN MAP BOOK 7, PAGE 17 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

Commencing at the northwest corner of said Block;

Thence South 29°46'22" West, along the northwesterly line of said block, a distance of 232.59 feet to the Point of Beginning;

Thence continuing South 29°46'22" West, along said northwesterly line, a distance of 50.00 feet;

Thence South 60°10'53" East, parallel with the northeasterly line of said block, a distance of 155.77 feet to a line that is parallel and 175.00 feet northwesterly from the southeasterly line of said block;

Thence North 29°43'54" East, along said parallel line, a distance of 50.00 feet;

Thence North 60°10'53" West, along a line that is parallel with the northeasterly line of said block, a distance of 155.74 feet to the Point of Beginning.

PARCEL 5:

IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF BLOCK 5, RANGE 7, AS SHOWN ON THE MAP OF THE TOWN OF RIVERSIDE AS FILED IN MAP BOOK 7, PAGE 17 THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

Commencing at the northwest corner of said Block;

Thence South 29°46'22" West, along the northwesterly line of said block, a distance of 282.59 feet to the Point of Beginning;

Thence South 60°10'53" East, parallel with the northeasterly line of said block, a distance of 155.77 feet to a line that is parallel and 175.00 feet northwesterly from the southeasterly line of said block;

Thence South 29°43'54" West, along said parallel line, a distance of 48.89 feet to the southwesterly line of said block, said southwesterly line also being the northeasterly line of Sixth Street;

Thence North 60°13'28" West, along said southwesterly line, a distance of 155.81 feet to the southwesterly corner of said Block;

Thence North 29°46'22" East, along the northwesterly line of said block, a distance of 49.01 feet to the Point of Beginning.

All as described in that certain City of Riverside Certificate of Compliance recorded March 23, 2010 as Instrument No. 2010-0129720 of Official Records.

EXHIBIT 1B

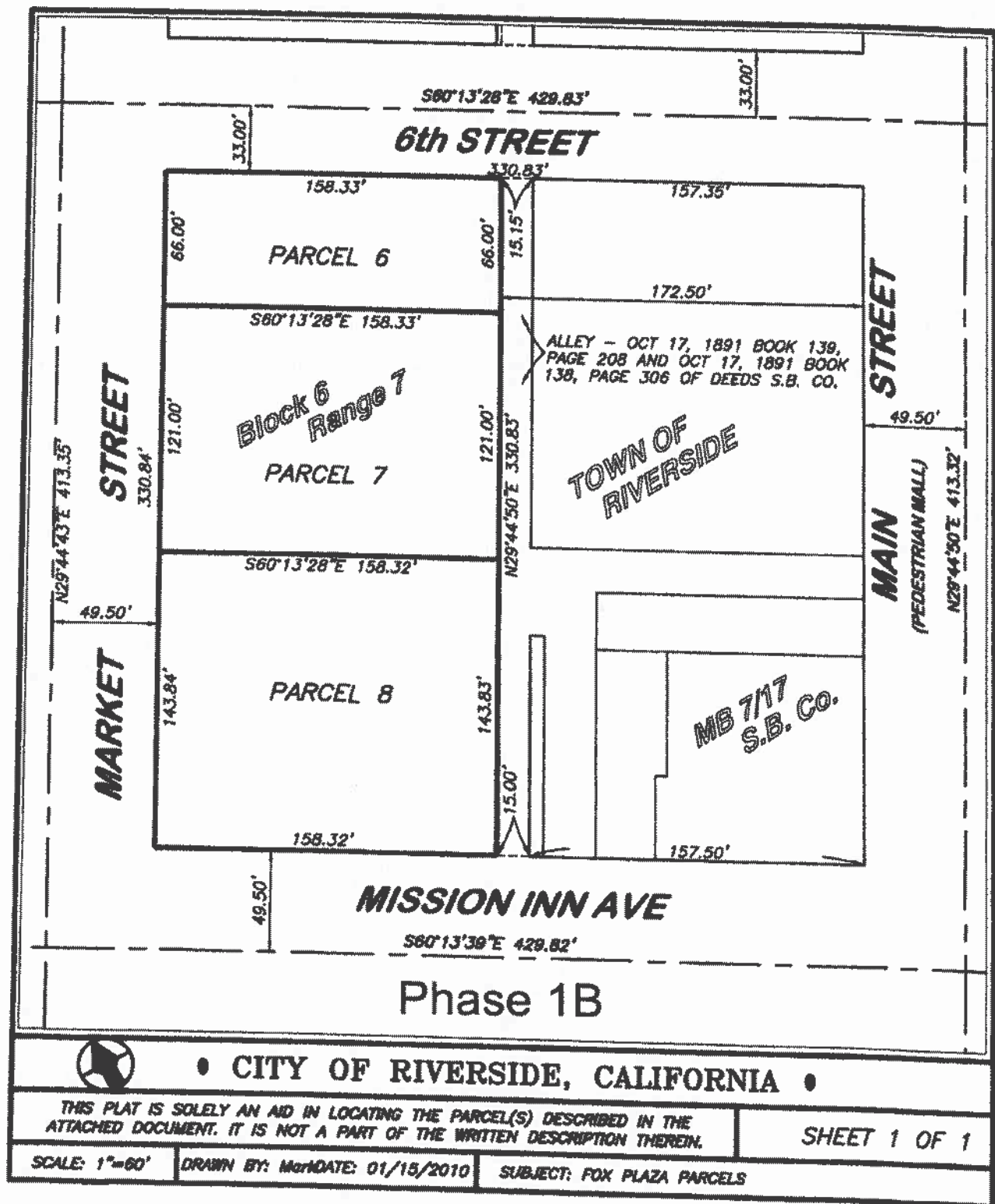


Exhibit B-2

Amended and Restated DDA (Fox Plaza) 2-18-10 (Final)

EXHIBIT 1C

	2012												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
ADR	94.14	98.60	93.32	90.59	94.56	96.48	95.09	92.80	92.05	93.61	93.60	99.92	
Occ %	46.06%	59.94%	75.90%	69.01%	68.15%	79.60%	71.10%	69.86%	79.31%	82.01%	74.64%	68.72%	
Room Revenue	168,037	206,861	274,445	234,445	249,726	287,996	261,971	251,200	273,755	297,484	261,979	266,094	
Other Income	27,461	22,449	53,919	45,915	39,440	35,068	36,650	36,493	28,316	31,650	53,079	38,039	
Total Revenue	195,498	229,310	328,364	280,360	289,166	323,064	298,621	287,693	302,071	329,134	315,058	304,133	
Total Expenses	194,550	201,515	221,392	212,008	223,647	232,768	259,041	237,254	238,661	244,611	268,897	243,828	
EBITDA	948	27,795	106,972	68,352	65,519	90,296	39,580	50,439	63,410	84,523	46,161	60,305	
Margin	0.48%	12.12%	32.58%	24.38%	22.66%	27.95%	13.25%	17.53%	20.99%	25.68%	14.65%	19.83%	
YOY % change													
Total Revenue	66.33%	57.50%	-10.00%	24.63%	76.77%	53.31%	49.88%	8.73%					
EBITDA	33.28%	82.40%	-70.13%	-0.21%	1566.03%	74.89%	3.22%	-37.44%					

	2013												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
ADR	94.14	98.60	93.32	90.59	94.56	96.48	95.09	92.80	92.05	93.61	93.60	99.92	
Occ %	46.06%	59.94%	75.90%	69.01%	68.15%	79.60%	71.10%	69.86%	79.31%	82.01%	74.64%	68.72%	
Room Revenue	168,037	206,861	274,445	234,445	249,726	287,996	261,971	251,200	273,755	297,484	261,979	266,094	
Other Income	27,461	22,449	53,919	45,915	39,440	35,068	36,650	36,493	28,316	31,650	53,079	38,039	
Total Revenue	195,498	229,310	328,364	280,360	289,166	323,064	298,621	287,693	302,071	329,134	315,058	304,133	
Total Expenses	194,550	201,515	221,392	212,008	223,647	232,768	259,041	237,254	238,661	244,611	268,897	243,828	
EBITDA	948	27,795	106,972	68,352	65,519	90,296	39,580	50,439	63,410	84,523	46,161	60,305	
Margin	0.48%	12.12%	32.58%	24.38%	22.66%	27.95%	13.25%	17.53%	20.99%	25.68%	14.65%	19.83%	
YOY % change													
Total Revenue	66.33%	57.50%	-10.00%	24.63%	76.77%	53.31%	49.88%	8.73%					
EBITDA	33.28%	82.40%	-70.13%	-0.21%	1566.03%	74.89%	3.22%	-37.44%					

	2014												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
ADR	92.53	103.35	103.95	111.91	106.11	108.47	109.57	104.47	109.92	112.02	112.81	121.79	108.07
Occ %	64.23%	73.86%	83.10%	81.87%	81.81%	86.83%	85.96%	87.30%	82.21%	81.37%	72.48%	76.85%	79.82%
Room Revenue	230,311	267,151	334,716	343,558	336,378	353,178	364,972	353,409	338,870	353,209	306,618	362,683	3,945,052
Other Income	34,596	41,325	39,437	54,638	45,098	57,088	90,211	47,650	59,030	71,736	46,213	51,811	638,833
Total Revenue	264,907	308,476	374,152	398,196	381,476	410,266	455,183	401,059	397,900	424,945	352,831	414,494	4,583,885
Total Expenses	244,714	245,669	269,382	294,509	274,956	302,371	326,706	267,519	290,917	277,237	260,550	271,369	3,325,899
EBITDA	20,193	62,807	104,770	103,687	106,520	107,895	128,477	100,783	106,983	147,708	92,281	143,125	1,225,229
Margin	7.62%	20.36%	28.00%	26.04%	27.92%	26.30%	28.23%	25.13%	26.89%	34.76%	26.15%	34.53%	100,943
FF&E Reserve	5,298	6,170	6,694	6,871	6,728	7,064	10,950	10,603	10,603	10,166	10,597	9,199	
YOY % change													
Total Revenue	35.50%	34.52%	13.94%	42.03%	31.92%	26.99%	52.43%	39.41%	31.72%	29.11%	11.99%	36.29%	32.16%
EBITDA	2029.83%	125.97%	-2.06%	51.69%	62.58%	19.49%	224.60%	99.81%	68.72%	74.75%	99.91%	137.34%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2015 total
ADR	116.45	121.91	120.84	119.75	118.89	122.39	120.15	119.32	120.33	121.86	121.75	122.56	120.52
Occ %	70.40%	80.91%	85.75%	79.79%	82.97%	89.49%	86.01%	88.05%	82.53%	85.39%	77.09%	80.15%	82.38%
Room Revenue	317,676	345,231	401,529	358,307	382,242	410,726	400,446	407,112	372,406	403,218	351,964	380,648	4,531,505
Other Income	47,788	43,431	57,244	58,301	58,312	60,000	65,000	55,000	65,000	60,000	55,000	70,000	695,077
Total Revenue	365,464	388,662	458,773	416,608	440,554	474,224	457,633	470,668	430,216	466,246	408,576	440,738	5,218,362
Total Expenses	270,331	252,742	293,628	279,857	290,913	297,354	297,757	298,566	280,836	293,924	270,538	290,622	3,417,068
EBITDA	95,133	135,920	165,145	136,751	149,641	176,870	159,876	172,102	149,380	172,322	138,038	150,116	1,801,294
Margin	26.03%	34.97%	36.00%	32.82%	33.97%	37.30%	34.94%	36.57%	34.72%	36.96%	33.79%	34.06%	
FF&E Reserve	10,881	9,530	10,357	12,046	10,749	11,467	12,322	12,013	12,213	11,172	12,097	10,559	135,407
NOI	84,252	126,390	154,788	124,705	138,892	165,403	147,554	160,089	137,167	161,150	125,941	139,557	1,665,887
Debt Payment (P&I Sept - Feb)	155,123	155,123	88,328	88,328	88,328	88,328	88,328	88,328	159,995	159,995	159,995	159,995	1,480,194
Net Cash Flow	-70,871	-28,733	66,460	36,377	50,564	77,075	59,226	71,760	-22,828	1,155	-34,053	-20,438	185,694
DSCR	0.54	0.81	1.75	1.41	1.57	1.87	1.67	1.81	0.86	1.01	0.79	0.87	1.13

YOY % change

Total Revenue	37.96%	25.99%	22.62%	4.62%	15.49%	15.59%	0.54%	17.36%	8.12%	9.72%	15.80%	6.33%	
EBITDA	371.11%	116.41%	57.63%	31.89%	40.48%	63.93%	24.44%	70.76%	39.63%	16.66%	49.58%	4.88%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2016 total
ADR	120	124	126	129	126	130	128	128	125	131	129	127	126.92
Occ %	74.00%	81.00%	87.00%	80.00%	85.00%	90.00%	87.00%	90.00%	85.00%	87.00%	79.00%	82.00%	83.92%
Room Revenue	344,100	364,095	424,778	387,000	415,013	438,750	431,520	446,400	398,438	441,634	382,163	403,543	4,877,431
Other Income	40,000	55,000	62,000	63,000	62,000	65,000	65,000	62,000	70,000	65,000	60,000	75,000	744,000
Total Revenue	384,100	419,095	486,778	450,000	477,013	503,750	496,520	508,400	468,438	506,634	442,163	478,543	5,621,431
Total Expenses	276,552	280,794	282,331	261,000	276,667	282,100	287,982	284,704	271,694	283,715	256,454	277,555	3,321,547
EBITDA	107,548	138,301	204,447	189,000	200,345	221,650	208,538	223,696	196,744	222,919	185,708	200,988	2,299,884
Margin	28.00%	33.00%	42.00%	42.00%	42.00%	44.00%	42.00%	44.00%	42.00%	44.00%	42.00%	42.00%	
FF&E Reserve	10,323	10,923	12,743	11,610	12,450	13,163	12,946	13,392	11,953	13,249	11,465	12,106	146,323
NOI	97,225	127,379	191,703	177,390	187,895	208,488	195,593	210,304	184,791	209,670	174,243	188,882	2,153,561
Debt Payment (P&I Sept - Feb)	159,995	159,995	86,895	86,895	86,895	86,895	86,895	86,895	161,062	161,062	161,062	161,062	1,485,605
Net Cash Flow	-62,770	-32,616	104,808	90,495	101,000	121,593	108,698	123,409	23,729	48,608	13,182	27,820	667,957
DSCR	0.61	0.80	2.21	2.04	2.16	2.40	2.25	2.42	1.15	1.30	1.08	1.17	1.45

YOY % change

Total Revenue	5.10%	7.83%	6.10%	8.02%	8.28%	6.23%	8.50%	8.02%	8.88%	8.66%	8.22%	8.58%	
EBITDA	13.05%	1.75%	23.80%	38.21%	33.88%	25.32%	30.44%	29.98%	31.71%	29.36%	34.53%	33.89%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017 total
ADR	125	130	131	130	134	139	135	136	134	140	135	135	133.67
Occ %	75.00%	85.00%	89.00%	85.00%	86.00%	89.00%	88.00%	90.00%	85.00%	87.00%	80.00%	83.00%	85.17%
Room Revenue	363,281	386,750	451,786	414,375	446,555	463,913	460,350	474,300	427,125	471,975	405,000	434,194	5,199,604
Other Income	45,000	60,000	68,000	65,000	65,000	75,000	70,000	70,000	75,000	70,000	70,000	80,000	813,000
Total Revenue	408,281	446,750	519,786	479,375	511,555	538,913	530,350	544,300	502,125	541,975	475,000	514,194	6,012,604
Total Expenses	281,714	276,985	296,278	278,038	291,586	291,013	302,300	293,922	291,233	292,667	275,500	293,090	3,464,325
EBITDA	126,567	169,765	223,508	201,338	219,969	247,900	228,051	250,378	210,893	249,309	199,500	221,103	2,548,279
Margin	31.00%	38.00%	43.00%	42.00%	43.00%	46.00%	43.00%	46.00%	42.00%	46.00%	42.00%	43.00%	
FF&E Reserve	10,898	11,603	18,071	16,575	17,862	18,557	18,414	18,972	17,085	18,879	16,200	17,368	200,484
NOI	115,669	158,163	205,437	184,763	202,106	229,343	209,637	231,406	193,808	230,430	183,300	203,736	2,347,795
Debt Payment (P&I Sept - Feb)	161,062	161,062	85,412	85,412	85,412	85,412	85,412	85,412	162,912	162,912	162,912	162,912	1,486,238
Net Cash Flow	-45,393	-2,899	120,025	99,351	116,695	143,932	124,225	145,995	30,896	67,518	20,389	40,824	861,557
DSCR	0.72	0.98	2.41	2.16	2.37	2.69	2.45	2.71	1.19	1.41	1.13	1.25	1.58

YOY % change

Total Revenue	6.30%	6.60%	6.78%	6.53%	7.24%	6.98%	6.81%	7.06%	7.19%	6.98%	7.43%	7.45%	
EBITDA	17.68%	22.75%	9.32%	6.53%	9.79%	11.84%	9.36%	11.93%	7.19%	11.84%	7.43%	10.01%	

DEBT PAYMENT PERIOD

	3/1/14 to 8/31/14	9/1/14 to 2/28/15	3/1/15 to 8/31/15	9/1/15 to 2/29/16	3/1/16 to 8/31/16	9/1/16 to 2/28/17	3/1/17 to 8/31/17
Cash Flow							
NOI	603,222	660,174	891,431	788,418	1,171,372	1,031,417	1,262,691
Debt Payment	521,775	930,736	529,969	959,969	521,369	966,369	512,469
Cash Flow	81,447	-270,562	361,462	-171,551	650,003	65,048	750,222
Balance of HRF	480,389	209,827	571,288	254,738	904,741	969,789	1,720,011
Attorney Fee Repayment			145,000				
Remaining HRF	480,389	209,827	426,288	254,738	904,741	969,789	1,720,011
Principal Paydown		415,000		430,000		445,000	

Debt Service Reserve Fund 1,492,087
 Net Loan Balance 19,167,913
 Loan Balance as of 3/1/17 refi date 17,877,913

Debt Payment 634,241
 Cash Flow 628,450
 DSCR 1.99
 assumes 5%, 25 year amortization

**Exhibit 2 - What Creditors Would Receive if the Case Were
Converted to a Chapter 7**

Real Property: APN Nos. 213 182 020; 213 182 021; 213 182 022; 213 182 018;
213 182 019.

Fair Market Value	Liens	Cost of Sale	Resultin g Capital Gains Tax	Amt of Exemption	Net Proceeds
\$17,000,000	\$18,752,912.50	\$1,020,000	\$0.00	\$0	\$0
	2 nd N/A				
	3 rd N/A				

Personal Property:

Description	Liquidation Value	Secured Claim	Amt of Exemption	Net Proceeds
City National Bank Acct.	\$5,472.97	\$0.00	\$0.00	\$5,472.97
Hotel Reserve Fund (#5662)	\$209,827.00	\$18,752,912.50	\$0.00	\$0.00
Operating Account (#0106)	\$792,636.22	\$18,752,912.50	\$0.00	\$0.00
FF&E Account (#7753)	\$166,626.88	\$18,752,912.50	\$0.00	\$0.00
Property Tax Account (#8173)	\$86,829.78	\$18,752,912.50	\$0.00	\$0.00
Cash Sweep Account (#5508)	\$100.00	\$18,752,912.50	\$0.00	\$0.00
Deposits Held	\$21,828.85	\$18,752,912.50	\$0.00	\$0.00
Office Equipment/Operating Supplies	\$146,333.00	\$18,752,912.50	\$0.00	\$0.00
Kitchen Equipment	\$85,283.00	\$18,752,912.50	\$0.00	\$0.00
Hotel Furniture, Fixtures	\$546,063.00	\$18,752,912.50	\$0.00	\$0.00

Accounts Receivable	\$84,551.34	\$18,752,912.50	\$0.00	\$0.00
Alcohol and Beverage Control License	\$20,000.00	\$0.00	\$0.00	\$20,000.00
TOTAL				\$25,472.97

Net Proceeds of Real Property and Personal Property	\$25,472.97
Recovery from Preferences / Fraudulent Conveyances [ADD]	\$0.00
Chapter 7 Administrative Claims [SUBTRACT]	\$0.00
Chapter 11 Administrative Claims [SUBTRACT]	\$6,500.00
Priority Claims [SUBTRACT]	\$6,303.6
Chapter 7 Trustee Fees [SUBTRACT]	\$3,297.30
Chapter 7 Trustee's Professionals [SUBTRACT]	\$0.00
NET FUNDS AVAILABLE FOR DISTRIBUTION TO UNSECURED CREDITORS	\$9,369.07

Estimated Amount of Unsecured Claims	\$68,622.58
Percent Distribution to Unsecured Creditors Under Proposed Plan	100%
Percent Distribution to Unsecured Creditors Under Liquidation Analysis	13.65%

* "Unsecured Claims" and "Unsecured Creditors" include claims held by classes 2(b) and 2(c). The result of this liquidation analysis would not be significantly different if Class 2(d) creditors were included, although it is important to note that such creditors will receive equity in lieu of a distribution.

Exhibit 3 - Monthly Income and Expenses

Income	Amount
Gross Employment Income	
Gross Business Income	
[OTHER INCOME - DESCRIBE]	
Positive Cash Flow on Investment Property (Exhibit 5, Line A)	
A. Total Monthly Revenue (See Six Month Budget attached hereto as Exhibit 3A and incorporated herein by reference.)	\$453,076.50
Expenses	Amount
Includes Plan Payments on Secured Claims for Residence and Car	
Payroll Taxes and Related Withholdings	
Retirement Contributions (401k, IRA, PSP)	
Shelter Expenses (rent/mortgage, insurance, taxes, utilities) (Total Arrearages on Principal Residence are N/A)	
Household Expenses (food)	
Transportation Expenses (car payments, insurance, fuel)	
Personal Expenses (e.g. recreation, clothing, laundry, medical)	
Alimony / Child Support	
Other Expenses	
Negative Cash Flow on Investment Property (Exhibit 5, Line B)	
B. Total Monthly Expenses (See Six Month Budget attached hereto as Exhibit 3A and incorporated herein by reference.)	\$398,135.54

C. Disposable Income (Line A - Line B)	\$54,940.96
Plan Payments	Amount
Plan Payments Not Included in Calculating Disposable Income	
Administrative Claims	\$0.00
Priority Claims	\$0.00
General Unsecured Creditors	\$5,164.83
D. Total Plan Payments	\$5,164.83
E. Plan Feasibility (Line C - Line D) (Not feasible if less than zero)	\$49,776.13

EXHIBIT 3A

Hyatt Place Hotel, Six Month Budget

Budget Item	2015 Mar	2015 Apr	2015 May	2015 Jun	2015 Jul	2015 Aug	Total
Days	31	30	31	30	31	31	184
Daily Rooms Available	125	125	125	125	125	125	125
Rooms Available	3,875	3,750	3,875	3,750	3,875	3,875	23,000
Rooms Sold	3,323	2,992	3,215	3,356	3,333	3,412	19,631
Avg Daily Rate	120.84	119.75	118.89	122.39	120.15	119.32	120.24
Occ %	85.75%	79.79%	82.97%	89.49%	86.01%	88.05%	85.35%
RevPar	103.62	95.54	98.64	109.53	103.34	105.06	102.62
REVENUE							
Rooms	401,545	358,286	382,225	410,731	400,454	407,121	2,360,361
Parking	15,120	13,614	14,628	15,270	15,165	15,525	89,321
Other Operated Departments	40,447	43,213	42,093	46,545	40,347	46,316	258,961
Rentals & Other Income	1,662	1,496	1,608	1,678	1,667	1,706	9,816
TOTAL REVENUES	458,773	416,608	440,554	474,224	457,633	470,668	2,718,459
DEPARTMENTAL EXPENSES							
Rooms	111,263	106,170	113,903	115,002	117,085	116,559	679,982
Parking	13,608	12,252	13,165	13,743	13,649	13,972	80,389
Other Operated Departments	9,776	10,399	10,154	11,212	9,753	11,163	62,457
TOTAL DEPARTMENTAL EXPENSES	134,647	128,821	137,223	139,956	140,487	141,693	822,827
TOTAL DEPARTMENTAL INCOME	324,126	287,787	303,331	334,268	317,145	328,975	1,895,632
UNDISTRIBUTED EXPENSES							
Administrative & General	32,372	32,491	31,996	33,075	32,637	32,740	195,312
Marketing	46,257	42,009	41,827	42,111	42,469	40,593	255,266
Franchise Fees	19,274	17,198	18,347	19,715	19,222	19,542	113,297
Facilities & Maintenance	11,069	12,447	12,663	11,840	12,910	13,134	74,063
Energy/Utilities	18,609	16,755	18,004	18,794	18,665	19,107	109,934
TOTAL UNDISTRIBUTED EXPENSES	127,581	120,901	122,837	125,534	125,903	125,116	747,872
GROSS OPERATING PROFIT	196,545	166,887	180,494	208,733	191,242	203,859	1,147,760
Management Fees	13,763	12,498	13,217	14,227	13,729	14,120	81,554
Property Taxes	7,240	7,240	7,240	7,240	7,240	7,240	43,440
Insurance	4,588	4,588	4,588	4,588	4,588	4,588	27,528
EBITDA	170,954	142,560	155,450	182,679	165,685	177,911	995,238
EBITDA %	37.26%	34.22%	35.29%	38.52%	36.20%	37.80%	36.61%
Cumulative EBITDA %	37.26%	34.22%	35.29%	38.52%	36.20%	37.80%	-
Cumulative EBITDA \$	170,954	142,560	155,450	182,679	165,685	177,911	-
...							
Interest Expense-Mortgage	87,000	87,000	87,000	87,000	87,000	87,000	522,000
NET FROM OPERATION	83,954	55,560	68,450	95,679	78,685	90,911	473,238
Asset Mgmt Fees & Receiver Fees	5,000	5,000	5,000	5,000	5,000	5,000	30,000
Ownership Professional Fees	809	809	809	809	809	809	4,854
Net after Ownership Expenses	78,145	49,751	62,641	89,870	72,876	85,102	438,384
FF&E Reserve	18,351	16,664	17,622	18,969	18,305	18,827	108,738
NET CASH FLOW	59,794	33,087	45,019	70,901	54,571	66,275	329,646
Amortization	0	0	0	0	0	0	0
Depreciation	0	0	0	0	0	0	0
TAXABLE INCOME	78,145	49,751	62,641	89,870	72,876	85,102	438,384

Exhibit 4 - Effective Date Feasibility

Can the Debtor Make the Effective Day Payments?

	Amount	Amount
A. Projected Total Cash on Hand on Effective Date		\$153,052
Payments on Effective Date		
Unclassified Claims	\$0.00	
Administrative Expense Claims	\$0.00	
Priority Claims	\$6,303.6	
Executory Contracts Cure Amounts	\$450.00	
Small Claims	\$6,644.81	
U.S. Trustee Fees	\$6,500.00	
B. Total Payments on Effective Date		\$19,898.41
C. Net Cash on Effective Date (Line A - Line B) (Not feasible if less than zero)		\$133,153.59

EXHIBIT 5

IMPLEMENTATION AGREEMENT

THIS IMPLEMENTATION AGREEMENT (“**Agreement**”) is dated for reference purposes as of this _____ day of March, 2015 and is executed by and between METRORIVERSIDE, LLC, a California limited liability company (“**Debtor**”) and THE CITY OF RIVERSIDE, a California charter city and municipal corporation, as SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE (“**City**”). Unless otherwise defined herein, all defined terms used in this Agreement will have the same meaning as set forth in the documents referred to in the Recital paragraphs below. This Agreement is made with reference to the following facts:

A. Debtor and the Redevelopment Agency of the City of Riverside (“**RDA**”) entered into an “Amended and Restated Disposition and Development Agreement” for the Fox Plaza Project (“**Project**”) dated as of March 2, 2010 (“**DDA**”). A Memorandum of the DDA was recorded March 30, 2010 as Document No. 2010-0143202, Records of Riverside County, California (“**DDA Memorandum**”).

B. Pursuant to the DDA, certain real property was conveyed by the RDA to Debtor for its development and use. The RDA also loaned certain funds (“**Loan**”) to Debtor for use in connection with construction and development of the Project, as documented in a “Fox Plaza Project Hotel Construction Loan Agreement” between the RDA and Debtor dated as of March 2, 2010 (“**Loan Agreement**”). Funding described in the Loan Agreement was secured by a “Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing” dated as of March 2, 2010 and recorded March 30, 2010 as Document No. 2010-0143200, Records of Riverside County, California (“**Deed of Trust**”) in which Debtor was the trustor and the RDA was the beneficiary.

C. As a result of changes in California law, the RDA has been disestablished and the City as Successor Agency has succeeded to the rights and obligations of the RDA with respect to the Project, the DDA, the Loan Agreement, the Deed of Trust and all other documents memorializing the rights and obligations of the RDA and Debtor with respect to the Project. In response to an action filed by the City against Debtor seeking judicial foreclosure of the Deed of Trust and other relief, Debtor filed for Chapter 11 bankruptcy protection in the United States Bankruptcy Court, Northern District of California, Case No. 14-30901-DM-11 (“**Bankruptcy Action**”). Debtor, the City and other creditors have agreed upon and the bankruptcy court has approved a “Combined Plan of Reorganization” dated _____, 2015 (“**Plan**”) to resolve the Bankruptcy Action. The purpose of this Agreement is to provide for and describe the manner in which solely as between Debtor and the City, the Plan will be implemented and existing transaction documents with respect to the Project will be deemed modified.

Debtor and City therefore agree as follows:

1. Hotel Reserve Fund. The Loan Agreement and the DDA require that Debtor maintain a reserve fund (“**Hotel Reserve Fund**”) in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00). As of March, 2015, the balance in the Hotel Reserve Fund will be approximately Two Hundred Nine Thousand Eight Hundred Twenty Seven (\$209,827). The

Loan Agreement (specifically including Sections 3.6 and 6.3.2 thereof) is hereby modified to provide as follows:

(a) Debtor will make a good faith effort to replenish the Hotel Reserve Fund to Seven Hundred Fifty Thousand Dollars (\$750,000.00) or to such lesser amount as may then be required by the provisions of Sections 3.6 and 6.3.2 of the Loan Agreement;

(b) No distributions will be made to equity security holders until the Hotel Reserve Fund has been replenished to Seven Hundred Fifty Thousand Dollars (\$750,000.00) or such lesser amount as may then be required by Sections 3.6 and 6.3.2 of the Loan Agreement; and

(c) Effective as of August 31, 2017, the minimum balance of the Hotel Reserve Fund will be raised to and established at not less than Three Hundred Fifty Thousand Dollars (\$350,000.00).

2. Conveyance of Parking Lot Property. As of the Effective Date of this Agreement (defined below), Debtor will execute, acknowledge and deliver to City a Grant Deed in the same form as that attached hereto as **Exhibit "A"** ("**Parking Lot Deed**"), conveying fee title to the four (4) parcels described therein ("**Parking Lot Property**") to the City. Concurrent with the recording of the Parking Lot Deed, City will request that the Trustee named in the Deed of Trust reconvey the Parking Lot Property, releasing the Parking Lot Property from the lien of the Deed of Trust.

3. Parking Lot Property Option. Upon delivery by Debtor to City of the Parking Lot Deed, Debtor shall have the option to purchase the Parking Lot Property ("**Option**") in accordance with the following terms and provisions:

(a) Option Period. The Option shall expire on the tenth (10th) anniversary of the Closing Date of the Loan as described and defined in the Loan Agreement – thus, March 30, 2020 ("**Expiration Date**"); provided, however, that Debtor shall have an additional grace period ("**Grace Period**") of ten (10) days following such Expiration Date within which it shall continue to have the right to exercise the Option. The Option may be exercised by written notice from Debtor to the City.

(b) Purchase Price. The purchase price for the Parking Lot Property will be One Hundred Fifty Thousand Dollars (\$150,000.00) ("**Option Purchase Price**"). The Option Purchase Price shall be paid by Debtor to the City in cash through an escrow with an escrow company designated by the City that will close not more than thirty (30) days following written notice from Debtor to the City of its election to exercise the Option. Title to the Parking Lot Property will be conveyed to Debtor subject only to those title exceptions affecting the Property when conveyed to the City as described in Section 2 above. Debtor shall be responsible for all title insurance and other closing costs.

(c) Conditions to Exercise of Option. Prior to the Expiration Date (as extended by the Grace Period), Debtor may unconditionally exercise the Option concurrent with or following full satisfaction of the Loan. If such Loan is not being fully satisfied, Debtor may exercise the Option so long as (i) Debtor is in full compliance with all of its obligations in the

Loan Documents as modified by the Plan; and (ii) the Hotel Reserve Fund balance has been replenished to Seven Hundred Fifty Thousand Dollars (\$750,000.00) or such other amount as may then be required pursuant to the Loan Agreement.

(d) Parking Lot Property Subject to New Deed of Trust. In the event that the Loan has not been fully satisfied upon exercise by Debtor of the Option, Debtor will execute, acknowledge and deliver to City a new deed of trust (“**New Deed of Trust**”), encumbering the Parking Lot Property as security for the Loan. The New Deed of Trust will be recorded as the next document in order following the Deed that conveys the Parking Lot Property to Debtor and will be insured as a first in priority lien with respect to the Parking Lot Property. Debtor agrees to pay all costs associated with recording of the New Deed of Trust and the lender’s policy associated therewith. Debtor further agrees to execute and (if required) acknowledge and provide to City such other documents as may be reasonably required in order to include the Parking Lot Property as security for the Loan.

(e) Assignment. The Option may not be assigned separate from ownership of the Hotel Parcel (Assessor Parcel No. 213-182-019). Any such attempted assignment will be void.

(f) Memorandum of Option. Concurrent with Debtor’s delivery to City of the Parking Lot Deed, City will execute, acknowledge and cause to be recorded concurrent with recording of the Parking Lot Deed a Memorandum of Option, in the same for as that attached hereto as **Exhibit “B”**.

4. Declaration of Parking Easement. The provisions of that certain “Fox Plaza Project – Declaration of Parking Easement” recorded March 30, 2010 as Document No. 2010-0143199, Records of Riverside County, California (“**Parking Easement**”) will remain in full force and effect and are not modified by the Plan.

5. Parking Lot Property/Stalder Block Development Obligations. Notwithstanding anything to the contrary in the DDA, the Loan Agreement or any other document relating to the Project, Debtor is relieved of any further responsibility for construction and development of the Parking Lot Property and that real property commonly known as the “Stalder Block” and described in the DDA as the “Phase 1B Property.”

6. Modification of DDA. City and Debtor agree to execute, acknowledge and cause to be recorded a memorandum (“**Memorandum of DDA Amendment**”), confirming as a matter of record the modifications to the DDA set forth herein and modifying the DDA Memorandum. The form of the Memorandum of DDA Amendment is attached hereto as **Exhibit “C”**.

7. Remainder of Plan. This Agreement is intended to deal only with the matters described above involving certain rights and obligations between Debtor and the City with respect to the Project and implementation of the Plan with respect thereto. Except to the extent described in the Plan, City will have no further obligation with respect to implementation of the Plan as it concerns other creditors.

8. Consistency with Plan. City and Debtor believe that the terms and provisions of this Agreement are consistent with the Plan. In the event of any inconsistency, the terms and provisions of this Agreement will govern and supersede.

9. Effective Date. The Effective Date of this Agreement shall be the effective date of Plan, which date shall be the fifteenth (15th) day following the date of the entry of the Order of Confirmation in the Bankruptcy Action, as further qualified by the definition of "Effective Date" contained in the Plan.

10. Time of Essence. Time is of the essence with respect to the performance of each and every action and obligation described in this Agreement.

11. Governing Law; Venue. This Agreement shall be governed by the laws of the State of California. Venue for any proceeding to enforce or construe this Agreement shall be in the appropriate federal or state court in Riverside County, California.

12. Attorneys' Fees. If legal action is required in order to enforce or construe any of the provisions of this Agreement, the party prevailing in such action shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as its attorneys' fees and costs.

13. Notices and Demands. All notices or other communications required or permitted between the parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the party to whom the notice is given at the addresses provided below, subject to the right of any party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Debtor:

MetroRiverside, LLC

Attention: Mark R. Nicholson

Telephone: _____

E-Mail: _____

With Copies to: Macdonald Fernandez LLP
221 Sansome Street, Third Floor
San Francisco, CA 94104
Attention: Reno F.R. Fernandez III
Telephone: _____
E-Mail: _____

To City: City of Riverside
3900 Main Street
Riverside, CA 92522
Attention: Emilio Rameriz
Telephone: (951) 826-5350
E-Mail: eramirez@riversideca.gov

With Copies to: Best Best & Krieger LLP
3390 University Avenue, 5th Floor
Riverside, CA 92501
Attention: Franklin C. Adams
Telephone: (951) 826-8302
E-Mail: franklin.adams@bbklaw.com

and to

Kristi J. Smith
Supervising Deputy City Attorney
City of Riverside City Attorney's Office
3900 Main Street
Riverside, CA 92522
Telephone: (951) 826-5567
E-Mail: ksmith@riversideca.gov

14. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

15. Construction. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had an equal opportunity to participate in the drafting thereof. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

16. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

18. Exhibits. The following exhibits are attached to this Agreement and incorporated herein:

- Exhibit A - Parking Lot Deed
- Exhibit B - Memorandum of Option
- Exhibit C - Memorandum of DDA Amendment

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO IMPLEMENTATION AGREEMENT

Dated: _____

DEBTOR:

METRORIVERSIDE, LLC,
a California limited liability company

By: _____
Mark R. Nicholson

Approved as to Form:

MACDONALD | FERNANDEZ LLP

By: _____
Reno F.R. Fernandez III
Attorneys For MetroRiverside, LLC

Dated: _____

CITY:

CITY OF RIVERSIDE, a California charter
city and municipal corporation, as
SUCCESSOR AGENCY TO THE FORMER
REDEVELOPMENT AGENCY OF THE
CITY OF RIVERSIDE

By: _____
Name: _____
Title: _____

Attested to:

By: _____
Name: _____
Title: _____

Approved as to Form:

BEST BEST & KRIEGER LLP

By: _____
Franklin C. Adams
Attorneys For City of Riverside

EXHIBIT A
PARKING LOT DEED

[Attached]

Exhibit A

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

City of Riverside
3900 Main Street
Riverside, CA 92522
Attention: City Clerk

Exempt from Recording Fees per Govt. Code §27383
Exempt from Documentary Transfer Tax per Calif. Rev. &
Tax. Code §11922

GRANT DEED

METRORIVERSIDE, LLC, a California limited liability company (“**Grantor**”) hereby GRANTS to THE CITY OF RIVERSIDE, a California charter city and municipal corporation (“**Grantee**”) that real property in the County of Riverside, State of California described as:

For legal description see Exhibit “A” attached hereto and incorporated herein by this reference.

Dated: _____, 2015

GRANTOR:

METRORIVERSIDE, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside and described as follows:

Parcel 1:

In the City of Riverside, County of Riverside, State of California, being that portion of Block 5, Range 7, as shown on the Map of the Town of Riverside, as shown by map on file in Book 7 page 17 of Maps, Records of San Bernardino County, California, described as follows:

Commencing at the northwest corner of said block;

Thence South 29°46'22" West, along the Northwesterly line of said block, a distance of 132.59 feet to the point of beginning;

Thence continuing South 29°46'22" West, along said Northwesterly line, a distance of 50.00 feet;

Thence South 60°10'53" East, parallel with the northeasterly line of said block, a distance of 155.70 feet to a line that is parallel and 175.00 feet Northwesterly from the Southeasterly line of said block;

Thence North 29°43'54" East, along said parallel line, a distance of 50.00 feet;

Thence North 60°10'53" West, along a line that is parallel with the northeasterly line of said block, a distance of 155.67 feet to the point of beginning.

APN: 213-182-020

Parcel 2:

In the City of Riverside, County of Riverside, State of California, being that portion of Block 5, Range 7, as shown on the Map of the Town of Riverside, as shown by map on file in Book 7 page 17 of Maps, Records of San Bernardino County, California, described as follows:

Commencing at the northwest corner of said block;

Thence South 29°46'22" West, along the Northwesterly line of said block, a distance of 182.59 feet to the point of beginning;

Thence continuing South 29°46'22" West, along said Northwesterly line, a distance of 50.00 feet;

Thence South 60°10'53" East, parallel with the northeasterly line of said block, a distance of 155.74 feet to a line that is parallel and 175.00 feet Northwesterly from the Southeasterly line of said block;

Thence North 29°43'54" East, along said parallel line, a distance of 50.00 feet;

Thence North 60°10'53" West, along a line that is parallel with the northeasterly line of said block, a distance of 155.70 feet to the point of beginning.

APN: 213-182-021

Parcel 3:

In the City of Riverside, County of Riverside, State of California, being that portion of Block 5, Range 7, as shown on the Map of the Town of Riverside, as shown by map on file in Book 7 page 17 of Maps, Records of San Bernardino County, California, described as follows:

Commencing at the northwest corner of said block;

Thence South 29°46'22" West, along the Northwesterly line of said block, a distance of 232.59 feet to the point of beginning;

Thence continuing South 29°46'22" West, along said Northwesterly line, a distance of 50.00 feet;

Thence South 60°10'53" East, parallel with the northeasterly line of said block a distance of 155.77 feet to a line that is parallel and 175.00 feet Northwesterly from the Southeasterly line of said block;

Thence North 29°43'54" East, along said parallel line, a distance of 50.00 feet;

Thence North 60°10'53" West, along a line that is parallel with the northeasterly line of said block, a distance of 155.74 feet to the point of beginning.

APN: 213-182-022

Parcel 4:

In the City of Riverside, County of Riverside, State of California, being that portion of Block 5, Range 7, as shown on the Map of the Town of Riverside, as shown by map on file in Book 7 page 17 of Maps, Records of San Bernardino County, California, described as follows:

Commencing at the northwest corner of said block;

Thence South 29°46'22" West, along the Northwesterly line of said block, a distance of 282.59 feet to the point of beginning;

Thence South 60°10'53" East, parallel with the northeasterly line of said block, a distance of 155.77 feet to a line that is parallel and 175.00 feet Northwesterly from the Southeasterly line of said block;

Thence South 29°43'54" West, along said parallel line, a distance of 48.89 feet to the Southwesterly line of said block, said Southwesterly line also being the northeasterly line of Sixth Street;

Thence North 60°13'28" West, along said Southwesterly line, a distance of 155.81 feet to the Southwesterly corner of said block;

Thence North 29°46'22" East, along the Northwesterly line of said block, a distance of 49.01 feet to the point of beginning.

All as described in that certain City of Riverside Certificate of Compliance recorded March 23, 2010 as Instrument No. 10-129720 of Official Records.

APN: 213-182-018

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 6, 2005, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

CITY OF RIVERSIDE

By _____

EXHIBIT B

MEMORANDUM OF OPTION

[Attached]

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

City of Riverside
3900 Main Street
Riverside, CA 92522
Attention: City Clerk

Exempt from Recording Fees per Govt. Code §27383

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION (“**Memorandum**”) is executed as of this _____ day of _____, 2015, by THE CITY OF RIVERSIDE, a California charter city and municipal corporation (“**Optionor**”) and METRORIVERSIDE, LLC, a California limited liability company (“**Optionee**”), with respect to that real property more particularly described in attached Exhibit “1” attached hereto and the improvements constructed thereon (“**Property**”). Optionor hereby grants to Optionee the exclusive right to purchase the Property in accordance with the terms and provisions described in that certain “Implementation Agreement” executed by the parties as of _____, 2015 (“**Agreement**”). The Option granted herein will expire as of March 30, 2020, which date may be extended for an additional ten (10) days grace period. The price, terms and manner of exercise of the Option are more particularly described in the Agreement.

This Memorandum will automatically expire and be of no further force and effect upon the earlier to occur of the following:

- (a) Expiration of the term of this Option as described above; or
- (b) The sooner conveyance of the Property from Optionor to Optionee pursuant to the exercise by Optionee of this Option.

If Optionee fails to exercise this Option and if additional documentation is required in order to remove this Memorandum as a title exception, Optionee agrees to execute, acknowledge and deliver to Optionor such release, quitclaim or other document as may be reasonably required.

Optionee’s rights with respect to the Option as described in the Agreement may not be assigned separate from ownership of the Hotel Parcel (Assessor Parcel No. 213-182-019). Any other attempted assignment shall be void.

This Memorandum may be executed in counterparts and counterpart signature pages may be attached for purposes of recording.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

Dated: _____

OPTIONOR:

THE CITY OF RIVERSIDE,
a California municipal corporation

By: _____
Name: _____
Its: _____

Attested to:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

Dated: _____

OPTIONEE:

METRORIVERSIDE, LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

ACKNOWLEDGEMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside and described as follows:

Parcel 1:

In the City of Riverside, County of Riverside, State of California, being that portion of Block 5, Range 7, as shown on the Map of the Town of Riverside, as shown by map on file in Book 7 page 17 of Maps, Records of San Bernardino County, California, described as follows:

Commencing at the northwest corner of said block;

Thence South 29°46'22" West, along the Northwesterly line of said block, a distance of 132.59 feet to the point of beginning;

Thence continuing South 29°46'22" West, along said Northwesterly line, a distance of 50.00 feet;

Thence South 60°10'53" East, parallel with the northeasterly line of said block, a distance of 155.70 feet to a line that is parallel and 175.00 feet Northwesterly from the Southeasterly line of said block;

Thence North 29°43'54" East, along said parallel line, a distance of 50.00 feet;

Thence North 60°10'53" West, along a line that is parallel with the northeasterly line of said block, a distance of 155.67 feet to the point of beginning.

APN: 213-182-020

Parcel 2:

In the City of Riverside, County of Riverside, State of California, being that portion of Block 5, Range 7, as shown on the Map of the Town of Riverside, as shown by map on file in Book 7 page 17 of Maps, Records of San Bernardino County, California, described as follows:

Commencing at the northwest corner of said block;

Thence South 29°46'22" West, along the Northwesterly line of said block, a distance of 182.59 feet to the point of beginning;

Thence continuing South 29°46'22" West, along said Northwesterly line, a distance of 50.00 feet;

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Thence North 60°10'53" West, along a line that is parallel with the northeasterly line of said block, a distance of 155.70 feet to the point of beginning.

APN: 213-182-021

Parcel 3:

In the City of Riverside, County of Riverside, State of California, being that portion of Block 5, Range 7, as shown on the Map of the Town of Riverside, as shown by map on file in Book 7 page 17 of Maps, Records of San Bernardino County, California, described as follows:

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Thence North 60°10'53" West, along a line that is parallel with the northeasterly line of said block, a distance of 155.74 feet to the point of beginning.

APN: 213-182-022

Parcel 4:

In the City of Riverside, County of Riverside, State of California, being that portion of Block 5, Range 7, as shown on the Map of the Town of Riverside, as shown by map on file in Book 7 page 17 of Maps, Records of San Bernardino County, California, described as follows:

Commencing at the northwest corner of said block;

Thence South 29°46'22" West, along the Northwesterly line of said block, a distance of 282.59 feet to the point of beginning;

Thence South $60^{\circ}10'53''$ East, parallel with the northeasterly line of said block, a distance of 155.77 feet to a line that is parallel and 175.00 feet Northwesterly from the Southeasterly line of said block;

Thence South $29^{\circ}43'54''$ West, along said parallel line, a distance of 48.89 feet to the Southwesterly line of said block, said Southwesterly line also being the northeasterly line of Sixth Street;

Thence North $60^{\circ}13'28''$ West, along said Southwesterly line, a distance of 155.81 feet to the Southwesterly corner of said block;

Thence North $29^{\circ}46'22''$ East, along the Northwesterly line of said block, a distance of 49.01 feet to the point of beginning.

All as described in that certain City of Riverside Certificate of Compliance recorded March 23, 2010 as Instrument No. 10-129720 of Official Records.

APN: 213-182-018

EXHIBIT C

MEMORANDUM OF DDA AMENDMENT

[Attached]

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

City of Riverside
3900 Main Street
Riverside, CA 92522
Attention: City Clerk

Exempt from Recording Fees per Govt. Code §27383

**MEMORANDUM OF AMENDMENT TO AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT**

TO ALL INTERESTED PERSONS:

PLEASE TAKE NOTICE that the “Fox Plaza Project – Amended and Restated Disposition and Development Agreement” dated March 2, 2010 (“**Amended and Restated DDA**”), evidenced of record by a “Memorandum of Fox Plaza Project – Amended and Restated Disposition and Development Agreement” dated as of March 26, 2010 and recorded March 30, 2010 as Document No. 2010-0143202, Records of Riverside County, California (“**DDA Memorandum**”) has been further modified by an “**Implementation Agreement**” dated _____, 2015, which implements a “Combined Plan of Reorganization” for MetroRiverside, LLC, as “Debtor” therein in a Chapter 11 bankruptcy action in the United States Bankruptcy Court, Northern District of California, Case No. 14-30901-DM-11.

Pursuant to the Implementation Agreement, modifications to the DDA include (without limitation) the following:

1. The right of first refusal described in Article IV of the Amended and Restated DDA regarding a right of first refusal in favor of the Developer to negotiate with respect to the “Phase 2 Property” has been terminated.
2. The Developer’s rights with respect to the “Phase 1B Property” as described in Article III of the Amended and Restated DDA have been terminated.
3. Parcels designated as the “Parking Lot Property” in the Implementation Agreement have been conveyed by Developer to the City of Riverside (“**City**”), with option rights from the City in favor of Developer as described in the Implementation Agreement and in a Memorandum of Option recorded concurrently herewith.

This Memorandum is dated as of this ____ day of _____, 2015 and has been executed on behalf of Developer and City as Successor Agency to the Former Redevelopment Agency of the City of Riverside by and through the respective signatures of their authorized representatives as set forth below. This Memorandum is intended to provide record notice of the existence of the Implementation Agreement as a document that, consistent with the Plan,

modifies the terms and provisions of the Amended and Restated DDA. In the event of any conflict or inconsistency between the terms of this Memorandum and the Implementation Agreement the terms of the Implementation Agreement shall control. This Memorandum may be executed in counterparts and counterpart signature pages may be attached hereto for purposes of recording.

Dated: _____

THE CITY OF RIVERSIDE, a California charter
city and municipal corporation, as SUCCESSOR
AGENCY TO THE FORMER REDEVELOPMENT
AGENCY OF THE CITY OF RIVERSIDE

By: _____
Name: _____
Its: _____

Attested to:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

Dated: _____

METRORIVERSIDE, LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

ACKNOWLEDGEMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT 6

CONSENT OF GUARANTORS

The undersigned have reviewed and considered the foregoing Combined Plan of Reorganization and Disclosure Statement (the “Plan”), as well as the Implementation Agreement. The undersigned acknowledge and agree that they have read the Plan and the Implementation Agreement and understand the terms and provisions thereof and consent to and approve the terms, covenants, and conditions thereof, and agree to be bound by the terms, covenants, and conditions of the Plan and the Implementation Agreement.

The undersigned expressly acknowledge and agree that to the extent the Plan and Implementation Agreement modify or alter any of the City's Loan Documents (as defined and referred to in the Plan), the undersigned, and each of them, consent to such modifications or alterations, and subject to their express reservations of rights to dispute liability under the Guaranties, agree to continue to be fully bound and obligated to City subject to the modifications and alterations contained in the Plan and the Implementation Agreement. The undersigned further acknowledge that the entry by the City and the Debtor into the terms of the Plan and the Implementation Agreement shall not prejudice, impair, defeat, or otherwise create any disability to any rights of City.

GUARANTORS:

<div data-bbox="180 1266 768 1646" data-label="Text"> <p>_____</p> <p>SIAVASH BARMAND</p> </div>	<div data-bbox="768 1266 1430 1646" data-label="Text"> <p>PINNACLE INVESTMENT PARTNERS, L.P. A California limited partnership</p> <p>By: Pinnacle GP, LLC, a California limited liability company, its general partner By: Pinnacle Management Corp., a California corporation, its manager</p> <p>_____</p> <p>By: MARK NICHOLSON, President</p> </div>
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